



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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LLC f/k/a Realogy Operations, LLC

Order Filed on January 3, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

PRO CONSTRUCTION TRADES, INC.,
d/b/a Premier Facility Services,

Debtor.

Case No. 16-30001-JKS

Chapter 7

Honorable John K. Sherwood

**CONSENT ORDER MODIFYING PROOF OF CLAIM NO. 15
FILED BY REALOGY OPERATIONS LLC AND FOR OTHER RELIEF**

The relief set forth on the following pages, numbered two (2) through five (5) is hereby

ORDERED.

DATED: January 3, 2024


Honorable John K. Sherwood
United States Bankruptcy Court

Debtor: PRO CONSTRUCTION TRADES, INC., d/b/a Premier Facility Services

Case No: 16-30001-JKS

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It appearing that Pro Construction Trades, Inc., d/b/a Premier Facility Services, (the “Debtor”) filed a voluntary petition under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on October 19, 2016 (the “Petition Date”), and it further appearing that on or about February 14, 2017, Realogy Operations, LLC (“Realogy Operations”) timely filed a proof of claim in the within matter in the amount of not less than \$971,064.17 which claim was designated by the Clerk as Claim No. 15, (the “Realogy Operations POC”), and the Realogy Operations POC being based on myriad defaults and breaches of the Debtor under that certain Management Agreement between the Debtor and Realogy Operations dated April 1, 2013 as amended on April 1, 2015 and April 1, 2016 (the “Management Agreement”) pursuant to which the Debtor provided management and maintenance services at a building leased by Realogy Operations at 175 Park Avenue, Madison, New Jersey (the “Facility”), and said breaches and defaults consisting of, *inter alia*, (i) accepting payment(s) from Realogy Operations on account of goods and services provided by vendors at or with respect to the Facility but failing to remit the appropriate payment(s) to the applicable vendors as required under the Management Agreement in an aggregate amount of \$721,387.17 (the “Improperly Retained Payments”); and (ii) accepting payment from Realogy Operations on account of management fees in excess of the amount to which it was entitled, without crediting or “truing up” excess sums to Realogy Operations as required under the Management Agreement and otherwise improperly retaining certain emergency reserves funded by Realogy Operations in the aggregate amount of \$249,677 (the “Debtor Overpayment”), and several vendors having thereafter demanded payment for unpaid invoices directly from Realogy Operations despite the fact that Realogy Operations had already paid those invoices to the Debtor for the benefit of those vendors, and Realogy Operations being forced to make duplicate payments to those

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vendors on account of the vendor invoices that the Debtor wrongfully failed to pay; and Realogy Operations specifically making duplicate vendor payments to (a) Tomco, (b) Delta Building Services, (c) CTS, (d) ACME and (e) McGregor (the “Vendor Claimants”) in an aggregate amount of \$334,473 (the “Aggregate Duplicate Payments”), and in all cases, as part of the resolutions of those demands for duplicate payments, the Vendor Claimants assigned, and Realogy Operations acquired, all right title and interest in the claim(s) those vendors might possess against the Debtor for unpaid invoices including any proofs of claim filed by those entities in this bankruptcy case, specifically, a) \$295,262 (Tomco – Claim No. 10); b) \$208,134.30 (Delta Building Service – Claim No. 19)¹ c) \$13,000 (CTS – NO POC filed); d) \$8,422.59 (ACME – No POC filed) and \$10,275 (McGregor – No POC filed) (\$527,618 in total; collectively, the “Transferred Vendor Claims”); and Realogy Operations LLC having changed its name to Anywhere Real Estate Operations LLC (“Anywhere Operations”); and Anywhere Operations having duly filed Notices of Transfer as to the Vendor Claimant POCs filed by Tomco and Delta effectuating the transfer of said claims to Anywhere Operations (the “Claim Transfer Notices”, and Anywhere having further filed POCs as the assignee of ACME, CTS and McGregor (the “Post-Assignment POCs”), and the matter having been converted to a proceeding under Chapter 7 of the Code on or about May 1, 2017, and Eric Perkins, having been duly appointed as Chapter 7 Trustee for the Debtor (the “Trustee”) on or about May 4, 2017, and the Trustee having examined the Realogy Operations POC in terms of the quantification thereof and the potential adjustment for post-petition developments; and the Trustee and Anywhere agreeing

¹ The Delta POC was for a total amount of \$328,474 but only \$208,134 was attributable to the Realogy Facility. The balance of the POC was for services at another property managed by the Debtor

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that the Realogy POC should be modified to assert the amount of the Aggregate Duplicate Payments and the Debtor Overpayment, and that it should be further modified to reflect Anywhere Operations as the claimant, and the Trustee having no objection to the Claim Transfer Notices or the claims filed by Anywhere on account of the Non-filing Vendor Claims and having agreed to recognize same as duly allowed and timely filed claims in the within matter, and counsel for the Trustee and counsel for Anywhere Operations having consented to the entry of this order; and for good cause shown; it is hereby

ORDERED that Claim No. 15 be modified to assert a claim in the amount of \$777,919 consisting of the Debtor Overpayment (\$249,677) and the Improperly Retained Payments adjusted to add the amount of the Aggregate Duplicate Payment and to deduct the amount of the Transferred Vendor Claims (\$721,387.17 plus \$334,473 less \$527,618 = \$528,242), and that said claim be further modified to be asserted in the name of Anywhere Real Estate Operations LLC as the claimant, and that said claim shall be and hereby is duly allowed as modified as a general unsecured claim herein and the Trustee waives any objection(s) thereto; and

FURTHER ORDERED that the Transferred Vendor Claims and Post Assignment POCs shall be and are all likewise duly allowed as general unsecured claims on behalf of Anywhere Operations herein and the Trustee waives any objection(s) thereto, and the consensual modification of the Realogy Operation POC set forth herein is subject to and conditioned upon the validity and effectiveness of the Claim Transfer Notices and Anywhere Operations succession to all right title and interest relative to the Transferred Vendor Claims and Post Assignment POCs.

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ORDERED that the Bankruptcy Court has exclusive jurisdiction to adjudicate disputes relating to this Consent Order.

We hereby consent to the form and entry of the within Order:

ERIC R. PERKINS
Chapter 7 Trustee

K&L GATES, LLP
Attorneys for Anywhere Real Estate
Operations LLC

By: /s/ Eric Perkins
ERIC PERKINS, ESQ.

By: /s/ David S. Catuogno
DAVID S. CATUOGNO, ESQ.

Dated: January 2, 2024

Dated: January 2, 2024